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although the parties cannot in all respects be fully restored to their former condition. *Conlan* v. *Roemer*, 52 N. J. L. 53, 18 Atl. 858; *Hammond* v. *Pennock*, 61 N. Y., 145.

MASTER AND SERVANT—CONTRACTS—AVOIDING LIABILITY FOR NEGLIGENCE—RELEASE—RAILROADS—JOHNSON v. CHARLESTOWN RY. CO., 32 S. E. Rep. 2, (S. C.).—2 Const. 1895, Art. 9, § 15, provides that railroad employés shall have the same rights and remedies for injuries suffered from the acts or omissions of the corporation or certain employés as are allowed by law to persons not employés, and that their representatives shall have the same right of action for their death; that knowledge of any employé of the defective or unsafe condition of ways, etc., shall be no defense to an action for injury caused thereby, except as to conductors and engineers voluntarily operating unsafe cars or engines; and that any contract, expressed or implied, made by any employé, to waive the benefit of the section shall be void. In an action for the death of an employé, the railway company by way of affirmative defense alleged that the plaintiff was a member of the Relief and Hospital department, organized for the purpose of establishing and managing a fund for the payment of definite amounts to employés. Plaintiff had received the benefits of the organization after his injury and before his death, and the company maintained that they were released from any obligation. The court being evenly divided they were forced to affirm the judgment of the court below, not allowing the administratrix to recover. Pope, J., in the main opinion maintained that the contract, because of the constitutional provision, was null and void, and being null and void could not be made valid by receiving any benefits thereunder. *Wallingford* v. *R. R. Co.*, 26 S. C. 258, 2 S. E. 19.

MASTER AND SERVANT—PROXIMATE CAUSE—NEGLIGENCE—MARYLAND STEEL CO. OF SPARROWS POINT v. MARNEY, 42 Atl. 60 (Md.).—Defendant, who was plaintiff's employer, knowingly employed an incompetent workman whose negligent management of certain apparatus brought a number of other workmen into danger. Plaintiff, a skilled workman, whose business was in the use of the same apparatus, attempted to prevent the injury to his fellow servant, and in doing so voluntarily entered into danger. He was injured and sued his employer. *Held*, that the negligence of his fellow servant was the proximate cause of the injury, and that the plaintiff's action in interposing to prevent injury to the other employés was not negligence per se. A judgment in favor of the servant was affirmed.

MORTGAGE—ASSIGNMENT—IMPLIED WARRANTY—WALLER v. STAPLY, 77 N. W. Rep. 570 (Iowa).—An assignment of a mortgage carries with it an implied warranty of the genuineness of the mortgage.

MUNICIPAL CORPORATIONS—APPROPRIATIONS—CHARITIES—STATE EX. REL. ORR v. CITY OF NEW ORLEANS ET AL. (PROTESTANT ORPHANS' HOME ET AL. INTERVENERS) 24 South. R. 666 (La.).—Constitution of the State of Louisiana declares that "no money shall be taken from the public treasury, directly or indirectly, in aid of any church, sect," etc. *Held*, this refers to public treasury of the state, and not to appropriations made by Common Councils of cities, or to money taken from city treasuries. Breaux and Muller, J. J., dissenting.

MUNICIPAL CORPORATIONS—BONDS FOR LOCATION OF COUNTY SEAT—CURATIVE ACT—VALIDITY—SCHNECK v. CITY OF JEFFERSONVILLE, 52 N. E. (Ind.)

212.—The Common Council of defendant city on August 8, 1876, passed an ordinance authorizing the issuing of twenty year negotiable bonds to fund an indebtedness created by the city, arising out of expenses incident to procuring the removal of a county seat and its location in the municipality, and of the necessary public buildings. By the decision rendered in June, 1896, in *Myers* v. *City of Jeffersonville*, 145 Ind. 431, the validity of these bonds and an attempt of the city to refund them, under the law then existing, was denied, although the power of the Legislature to levy a special tax on the municipality to pay all the cost of the location was affirmed, on the ground that the municipality receives a special benefit from the location of the county seat within its limits. The Const. Art. 13, § 1, as amended March 14, 1881, prohibits the creation of city debts beyond a certain amount. A certain act was passed after the adoption of the constitution legalizing the above bonds issued before the adoption of the constitution. *Held*, valid, no vested rights having intervened, although the city indebtedness, with such bonds, exceeds the constitutional limit. Although the location of the county seat and erection of the necessary buildings are not "public improvements or public works" within the meaning of the statute authorizing the city to donate money or bonds, yet they are of a nature affording such color of authority that the Common Council in issuing them will be presumed to have acted under the supposed authority of the statute and its requirements. The curative act, passed after the decision (supra) holding the bonds invalid, is not an attempt by the Legislature to exercise judicial power in violation of Const. Art. 7, § 1. One judge dissenting.

MUNICIPAL CORPORATIONS—CITY ORDINANCE—WATERING STREET CAR TRACKS—STATE v. CANAL & C. R. R. Co., 24 South. R. 265 (La.).—A city ordinance of New Orleans requires corporations operating street electric cars within the city limits, upon tracks laid down in public streets, to water their tracks so as to effectually lay the dust within their tracks. *Held*, that such an ordinance is a valid one, as being a legal exercise of the police power of the city. It is not unreasonable, as it tends to promote the comfort and convenience of passengers, as well as of inhabitants of the city.

MUNICIPAL CORPORATIONS—CONTRACT FOR REPAIRS—CITY OF KANSAS CITY v. HANSON ET AL., 55 Pac. 513 (Kan.).—One of the provisions in a contract made by a city for the pavement of a street was that the contractor should give a bond to keep the pavement in good order for five years. The city assessed the abutting owners to obtain the money to pay the contractor. *Held*, that the assessment could not be enforced. As the contractor must have charged a higher price because of his agreement to keep the pavement in good order, this was an attempt to charge the abutting proprietors for the repair of the pavement of a street. This cannot be done. When the street is once paved the duty of repairing the same is thrown on the city at large.

MUNICIPAL CORPORATIONS—REGULATION OF HACKS—REASONABLENESS OF ORDINANCES—EX-PARTE BATTIS—48 S. W. Rep. 513 (Tex.).—An ordinance making it misdemeanor to "stop, stand or detain" any carriage or vehicle used in carrying passengers or freight on certain named streets, or in front of public hotels, except when actually engaged in loading or unloading passengers or or freight. *Held*, unreasonable and void.